



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: MNR, MND, MNDC, MNSD, FF

Introduction

This hearing concerns an application by the landlords for a monetary order as compensation for unpaid rent or utilities / compensation for damage to the unit, site or property / compensation for damage or loss under the Act, Regulation or tenancy agreement / retention of all or part of the security deposit and pet damage deposit / and recovery of the filing fee.

Both parties attended and gave affirmed testimony.

Issue(s) to be Decided

Whether the landlords are entitled to any of the above under the Act, Regulation or tenancy agreement.

Background and Evidence

In response to cross applications, a previous hearing was held in a dispute between these parties on September 6, 2013. In the result, a decision was issued by date of September 10, 2013.

In summary, the tenancy began on March 1, 2013. Monthly rent of \$900.00 was due and payable in advance on the first day of each month. A security deposit of \$450.00 and a pet damage deposit of \$100.00 were collected. A move-in condition inspection report was completed with the participation of both parties. The tenants vacated the unit on August 31, 2013, at which time the tenants did not return the unit keys to the landlords, and the landlords did not undertake to enter the unit.

During the hearing on September 6, 2013, the tenants returned 2 of the unit keys to the landlords. The parties also agreed during the hearing to meet at the unit on September 8, 2013 at 10:30 a.m. in order to complete the move-out condition inspection and report. Further, the parties agreed that on September 8, 2013 the tenants would return the 1 remaining key to the unit which had been given to them at the start of tenancy. As it

turned out, the wrong key was brought by the tenants to the unit on September 8, 2013, and the right key was delivered to the landlords' mail slot on September 9, 2013.

As to the disposition of the security deposit and pet damage deposit, the decision of September 10, 2013 notes, in part, as follows:

...I find that the landlords will be deemed to have received the tenants' forwarding address five (5) days after the date of this decision. I further find that the landlords will have fifteen (15) days from the fifth (5th) day to deal with the tenants' security and pet damage deposits pursuant to the provisions in section 38 of the Act.

Subsequently, the landlords filed their application for dispute resolution, which includes an application to retain all or a portion of both deposits, on September 27, 2013.

A move-out condition inspection was at least partially completed with the participation of both parties on September 8, 2013. In their application the landlords claim that when the tenants left the unit, a condition inspection with the participation of both parties had not been undertaken of the "laundry room and outside, (patio, sheds and garbage can)." The move-out condition inspection report was signed only by the landlords. The nature of the move-out condition inspection experience, as well as any agreements / understandings reached between them during that time are in dispute.

Analysis

Based on the documentary evidence and testimony, the various aspects of the landlords' claim and my findings around each are set out below.

\$900.00: loss of rental income for September 2013

The landlords claim that advertising for new renters began as early as July 2013, but that new renters were not found until effective October 1, 2013. In spite of the best intentions of both parties, I find that mutual tensions and misunderstandings about their respective rights and obligations contributed to a delay in the handover of keys, as well as a delay in completing the move-out condition inspection and report. In the result, I find that the landlords have established entitlement limited to **\$225.00**, which reflects 25% of the monthly rent.

\$100.00: *carpet cleaning (labour and supplies)*

There is no dispute that the tenants had the carpets professionally cleaned at the end of tenancy, and that they produced the receipt for the landlords. Despite this, the landlords were concerned that spots still remained on the carpet and related notations are found on the move-out condition inspection report. I find on a balance of probabilities that the landlords have established entitlement limited to **\$25.00**.

\$175.00: *landlords' labour for cleaning (7 hours x \$25.00 per hour)*

Section 37 of the Act speaks to **Leaving the rental unit at the end of a tenancy**, in part as follows:

37(2) When a tenant vacates a rental unit, the tenant must

(a) leave the rental unit reasonably clean, and undamaged except for reasonable wear and tear, and...

During the hearing the tenants acknowledged that despite their efforts to clean the unit, they overlooked the oven, including oven racks, and blinds. In consideration of the statutory requirement that the unit be left "reasonably clean," and in view of the tenants' acknowledgement that limited cleaning had not been completed, I find on a balance of probabilities that the landlords have established entitlement limited to **\$25.00**.

\$10.00: *replacement light bulbs (4 x \$2.50)*

As the tenants do not dispute this aspect of the application, I find that the landlords have established entitlement to the full amount claimed.

\$3.00: *replacement of 1 light bulb for range hood*

As the tenants do not dispute this aspect of the application, I find that the landlords have established entitlement to the full amount claimed.

\$25.00: *landlords' labour for installation of 5 light bulbs, as above (5 x \$5.00)*

As the tenants do not dispute this aspect of the application, I find that the landlords have established entitlement to the full amount claimed.

\$12.22: *element tray on stove*

As the tenants do not dispute this aspect of the application, I find that the landlords have established entitlement to the full amount claimed.

\$50.00: *filing fee*

As the parties had tentatively resolved some of the issues in dispute when they undertook to complete the move-out condition inspection on September 8, 2013, I find that the landlords have established entitlement to recovery of the filing fee in the limited amount of **\$25.00**.

Sub-total: \$350.22

I order that the landlords retain **\$350.22** from the security deposit and pet damage deposits combined of **\$550.00** (\$450.00 + \$100.00). I also order the landlords to repay the balance of **\$199.78** (\$550.00 - \$350.22) to the tenants, and I grant the tenants a **monetary order** under section 67 of the Act to that effect.

Conclusion

I order that the landlords retain **\$350.22** from the tenants' security and pet damage deposits combined.

Pursuant to section 67 of the Act, I hereby issue a **monetary order** in favour of the tenants for the balance of the security and pet damage deposits owed in the amount of **\$199.78**. Should it be necessary this order may be served on the landlords, filed in the Small Claims Court and enforced as an order of that Court.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: November 12, 2013

Residential Tenancy Branch

